

Right of Entry Permit

For FEMA/State Use Only:	
ROE No.:	Age of Structure:
GPS Long:	GPS Lat:
Remarks:	

Owner Name	
Insurance Company	
Policy No. & Claim No.	
FEMA Registration Number	
Street Address	
City/Town	
County	
Phone (Primary/Alternate)	

The undersigned, ("Owner"), hereby unconditionally authorizes the State, the United States of America including the Federal Emergency Management Agency (FEMA), and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, with FEMA, the "Assistance Providers") to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or emergency protective measures resulting from the declared flooding (FEMA DR-4337-FL) at no expense to Owner for purposes of participating in the Sheltering and Temporary Essential Power (STEP) Assistance Program.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

1. Time Period: The ROE shall expire 180 days after signature unless sooner cancelled according to the terms herein.

2. Inspection/Emergency Protective Measures Authorized: The ROE authorizes inspection and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time on the provided form labeled "Right-of-Entry Permit – Request for Cancellation."

3. Documentation of Damage: The Assistance Providers will be photographing and otherwise documenting damage and work completed under this program. *However, the Owner acknowledges that it is solely the Owner's responsibility to document damage for potential insurance proceeds or additional assistance programs. If possible, the Owner should photograph or otherwise document all damage before any work begins, is repaired, and/or items are removed from the property. Lack of documentation may limit subsequent proceeds or assistance.*

4. Disclosures: By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner further acknowledges that work may involve the use of raw, unfinished materials to provide only emergency protective measures.

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- 1) Work necessary to provide essential electrical supply, HVAC, and hot water;
- 2) Work necessary to restore natural gas supply if required for HVAC, hot water, and/or food preparation;
- 3) Work necessary to provide potable water supply – this may include well decontamination if only source of potable water;
- 4) Weatherproofing to include roof, wall, and windows;
- 5) Securing broken windows, and repair or replacement of nonfunctioning exterior and/or necessary interior doors;
- 6) Removal of disaster-related debris to curbside necessary to safely enter, inspect, and perform eligible emergency work, and safely shelter in place;
- 7) Minor interior and/or exterior work to provide safe access (e.g. stairs, ramps) and living environment;
- 8) Drywall replacement for the purpose of safely covering any exposed electrical work, or to ensure the home is properly insulated;
- 9) Ensure one useable bathroom vanity, sink, toilet, and tank;
- 10) Ensure functional kitchen facilities to include minimal cooking and refrigeration appliances necessary to shelter in place (not to exceed \$500) and/or mini fridges for doctor prescribed medical needs;
- 11) Ensure safe and adequate sleeping accommodations for all household members;
- 12) Items and work necessary to ensure safe shelter for individuals with access and functional needs.

5. Assistance Providers Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC §5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless all Assistance Providers listed above for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose. The Owner agrees that the State of Florida, the Sub-Recipient along with its contractors, are indemnified and will be held harmless from any death of or any injury to persons or damage to property as a result of actions taken pursuant to the Florida/FEMA STEP Assistance Program.

6. Miscellaneous:

- a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner. Owner will provide supporting documentation of Ownership in accordance with FEMA guidance before or at the time of signing this document.
- b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.
- c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both. In addition, the Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a repayment of funds to the State of Florida or County, FL.

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Privacy Act Statement: Privacy Act Statement: The Property Owner / Owner's Authorized Legal Representative acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right-of-Entry. This form is signed in order to allow access to perform emergency temporary repairs on the above-mentioned property and to authorize the release of insurance policy and claim information.

Signature(s) and Witness

For the considerations and purposes set forth herein, my signature below confirms that I have read this form, will abide by its terms, and agree to all terms stated herein. I certify under the laws of the State of Florida and the United States that my answers are truthful.

Owner Signature Date

Co-Owner Signature (if applicable) Date

Phone Number

Phone Number

WITNESS Name

WITNESS Signature